

# HAYWARD EXECUTIVE AIRPORT TAXIWAY ACCESS AGREEMENT

In exchange for the privilege of access to and from the Hayward Executive Airport (“Airport”), from contiguous private property located at:

\_\_\_\_\_ (“Specified Property”),

I, \_\_\_\_\_ (“Permittee”) hereby agree to the following:

1. **Duration of Permit:** - Taxiway Access Permits shall be issued for a term of twelve (12) months commencing July 1 and ending June 30 and may be renewed annually each July 1 as long as all of the terms, conditions, and covenants of the Permit are being kept and all applicable laws, rules and regulations of the City of Hayward have been observed, except as otherwise provided herein. If the initial term commences on other than July 1, the annual fee shall be prorated on a monthly basis.
2. **Annual Fee:** - Permittee shall pay to the City of Hayward prior to July 1, the annual sum of \$786.00 or such amount as amended from time to time in the current Master Fee Schedule.
3. **Late Charge:** - The annual fee shall be delinquent if not paid within five (5) days of the permit expiration. A late fee of \$15.00, or 5%, whichever is greater, shall be imposed for renewals, submitted after July 6. **The expiration of a Permit without a timely renewal shall be grounds for denial of a future Taxiway Access Permit.**
4. **General Terms and Conditions for All Permits:**
  - a. The Permittee has only those rights expressly set forth in the Permit and the Permit can only be amended in writing.
  - b. The City of Hayward is neither a joint venturer with, nor a partner or associate of the Permittee with respect to anything provided in the Permit, and the City is not responsible for any obligation of the Permittee.
  - c. The Taxiway Access Permit is a license and not a lease.

- d. If required by Hayward Section 8-1.00 et seq., a Permittee must at all times have a current business license issued by the City of Hayward, such business license shall not be in lieu of any permit and fees required hereunder.
- e. Permittee's use of the Airport shall conform to all applicable laws, rules, and regulations.
- f. Access shall be granted to the Specified Property and through no other Property for the purpose of using the runways, taxiways, fueling, aviation, commercial facilities, or other services and conveniences on the Airport by aircraft owned, operated or hired by the Permittee, its invitees, guests or customers.
- g. Permittee agrees that no part of the Airport to which public taxiway access is permitted shall be used for primary commercial aviation activities. Primary commercial aviation activities include, but are not limited to: rental and sales of aircraft; flying instruction; fuel and petroleum sales; sale of aircraft parts; maintenance and repair of aircraft; air taxi; and air charter services. Permittee agrees that no aviation fuel or propellant will be sold on the premises except by an aviation fuel vendor authorized to provide service at the Airport. All aircraft users of the Airport shall be notified by Permittee of these restrictions. A Permittee who wishes to fuel aircraft on the Specified Property for personal use will be subject to a fuel flowage fee in accordance with existing terms and conditions applied to authorized Airport fuel vendors. The fees may be adjusted at such time as are other fuel flowage fees at the Airport.
- h. All users of the Airport and the public services and facilities thereon shall pay for the services and privileges used in accordance with the current Master Fee Schedule as adopted and amended from time to time by Hayward City Council.
- i. Permittee shall have the right to construct, and thereafter the duty to maintain (in a manner suitable to the City), a taxiway connection from the nearest paved edge of the public taxiway to Specified Property. The taxiway shall be constructed in accordance with prior approved plans of the City. The taxiway access shall be used for maneuvering of aircraft only; no tiedowns, permanent parking of aircraft, or placement of stationary objects shall be permitted, unless approved in writing by the Airport Manager.
- j. The City shall require the off-site property owner or occupant utilizing the airport to conform in all respects to the requirements of any existing or proposed federal grant.

- k. Permittee shall, at all times, adhere to and abide by the Airport Noise Ordinance, Ordinance No. 91-16, as adopted by the City Council on July 23, 1991, and as said Ordinance may be amended from time to time by the City Council. Permittee shall adhere to the recommended noise abatement procedures and all other noise control restrictions now in existence or which may be subsequently adopted by the City Council and/or promulgated by the Airport Manager. (See Exhibit "A")
5. **Termination:** - The Airport Manager may terminate a Taxiway Access Permit at the conclusion of its current term by serving 30 days' written notice prior to the end of the current term. In the event of termination, revocation or suspension of any such Permit, no part of the fee shall be refundable.
6. **Trash, Refuse:** - Permittee shall:
  - a. Keep its premises clean, neat, and free of trash and debris at all times.
  - b. Keep its grounds free of weeds and keep the grass mowed.
  - c. Keep its building exteriors and signs in good condition and repainted as needed.
  - d. Not dispose of trash, hazardous materials or debris on the Airport.
  - e. If Permittee fails to maintain its activities in a neat and clean manner as set forth herein, City may at its option and in addition to any other remedies it may have, order the clearing and removal of trash, weeds, clippings, refuse, debris, hazardous materials, and waste material by others and charge the Permittee the costs with interest at ten (10) percent per annum until paid in full.
7. **Fueling Activities:** - If applicable, fueling shall be subject to the Hayward Executive Airport Fueling Requirements which is adopted and incorporated herein by reference as though fully set forth verbatim. (See exhibit "B")
8. **Use and Disposal of Hazardous Materials:** - Permittee is held responsible for all costs of hazardous materials investigations and cleanups as a result of Permittee's use and/or disposal of hazardous material on Airport property. Permittee is responsible for third party acts for the duration of this Permit that create hazardous materials liability on Airport property. Any provision in the Permit relating to hazardous materials shall survive termination of the Permit.

9. **Hold Harmless/Indemnification:** - Indemnify, defend and hold harmless the City of Hayward, its representatives, officers, employees and agents from any and all claims, demands, losses or liabilities arising out of the acts or omissions of the Permittee, its officers, employees, agents and contractors, except for any such claim arising solely out of negligent acts or omissions of the City of Hayward, or its officers, employees, or agents. Approval of the insurance coverages by the City of Hayward does not relieve the Permittee of liability under this indemnification clause.
10. **Permit Not Transferable:** - A Taxiway Access Permit may not be sold, assigned, or transferred in any manner.
11. **Non-Waiver:** - The waiver by the City of Hayward of any breach by Permittee of any term, covenant, or condition of any Permit shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition of the Permit. No term, covenant, or condition hereof can be waived except by the written consent of the City, and forbearance or indulgence by City, in any regard whatsoever, shall not constitute a waiver of the term, covenant, or condition to be performed by Permittee.
12. **Revocation and Suspension of Permit:** - A Taxiway Access Permit may be revoked or suspended by the Airport Manager for non-compliance with the terms of this Taxiway Access Agreement, Hayward Airport Fueling Requirements, or any applicable law or ordinance. Such revocation or suspension of the Permit shall be made only after a hearing before the Airport Manager after at least five (5) days' written notice to Permittee, stating generally the grounds for suspension or revocation and stating the time and place where the hearing will be held. In the event Permittee fails or refuses, after five (5) day's notice, to properly maintain the taxiway or to comply with other terms or conditions of this Permit, the City reserves the right, in addition to any other remedy, to deny access to the Airport from the Premises until compliance is obtained or to revoke the Permit. The Permittee shall be notified in writing of the Airport Manager's decision within ten (10) days after the hearing.

13. **Appeals:** - Any person wishing to appeal any action taken by the Airport Manager in connection with the enforcement of these regulations, or for refusing or revoking a Permit hereunder, must first submit a written request for a hearing before the City Council's Airport Committee. The written notice of appeal to the City Council's Airport Committee must set forth the specific grounds for appeal and must be filed with the City Clerk within ten (10) days of written notice of the Airport Manager's decision. The hearing before the City Council's Airport Committee shall be held at the earliest available date a meeting can be set with the Committee. An appeal to the full City Council for a hearing may only be made if notice of the appeal, setting forth the specific grounds thereof, is filed with the City Clerk within fourteen (14) days of an adverse decision from the City Council's Airport Committee. After such hearing, the City Council shall confirm, adopt, modify or set aside the action taken by the Airport Manager, and its decision shall be final and conclusive.

14. I \_\_\_\_\_, (Permittee) have read and understood the terms of this Agreement and hereby voluntarily accept them.

Date: \_\_\_\_\_

\_\_\_\_\_  
Permittee's Signature

\_\_\_\_\_  
Permittee's Name (Print)

**CITY OF HAYWARD, LESSOR**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Airport Manager